



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
SOLID WASTE MANAGEMENT PROGRAM  
**PERFORMANCE BOND**

**NOTE: A SURETY BOND GUARANTEEING PERFORMANCE OF CLOSURE, AS SPECIFIED IN 10 CSR 80-8.050 (7)(C)2.C.**

Date bond executed	Effective date
Principal (legal name and business address of owner)	
Principal (legal name and business address of operator)	
Type of organization <input type="checkbox"/> Individual <input type="checkbox"/> Joint venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	State of incorporation

**THE FOLLOWING INFORMATION MUST BE PROVIDED FOR EACH SCRAP TIRE PROCESSING FACILITY COVERED BY THIS BOND**

Surety(ies) (name and business address(es))	
Scrap tire processor name and address	
Scrap tire processor permit number	Closure amount(s) for each scrap tire processor guaranteed by this bond
Total penal sum of bond \$	Surety bond number

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Missouri Department of Natural Resources in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Missouri Solid Waste Management Law, sections 260.200-260.345, RSMo, to have a permit in order to own or operate the scrap tire processing facility(ies) identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure, as a condition of the permit; and

WHEREAS, said Principal shall establish a standby trust fund or escrow account as is required when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each scrap tire processing facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, and rules, as such laws, statutes and rules may be amended.

OR, if the Principal shall provide alternate financial assurance as specified in 10 CSR 80-8.050(7)(C) of the Missouri Solid Waste Management Rules and obtain written approval from the director of the Missouri Department of Natural Resources, hereafter referred to as the director, or his/her designated representative of such assurance, within ninety (90) days after the date notice of cancellation is received by both the principal and the director or his/her designated representative, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the director or his/her designated representative that the Principal has been found in violation of the closure requirements in 10 CSR 80-8.050(7)(B) and in the approved closure plan for the scrap tire processing facility(ies) for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements, or place the closure amount guaranteed for the scrap tire processing facility into the standby trust fund or escrow account as directed by the director or his/her designated representative.

Upon notification by the director or his/her designated representative that the Principal has failed to provide alternate financial assurance as specified in 10 CSR 80-8.050(7)(C) of the Missouri Solid Waste Management Rules, and obtain written approval of such assurance from the director or his/her designated representative during the ninety (90) days following receipt by both the Principal and the director or his/her designated representative of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the disposal area into the standby trust fund or escrow account as directed by the director or his/her designated representative.

The Surety(ies) hereby waives notification of amendments to closure plans, permits, applicable laws, statutes and rules, and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of the penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the director or his/her designated representative, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of notice of cancellation by both the Principal and the director or his/her designated representative, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) and to the director or his/her designated representative, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the director or his/her designated representative.

The Principal and Surety(ies) hereby agree that no portion of the penal sum may be expended without prior written approval of the director or his/her designated representative.

IN WITNESS WHEREOF, the Principal and the Surety(ies) have executed this surety bond and have affixed their seals on the date set forth above.

The persons whose signature appears below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the state of Missouri.

#### **PRINCIPAL**

CORPORATE SEAL	SIGNATURE(S)
	NAME(S) - PRINTED OR TYPED
	TITLE(S) – PRINTED OR TYPED

#### **CORPORATE SURETY(IES) – THIS INFORMATION MUST BE PROVIDED FOR EACH CO-SURETY.**

CORPORATE SEAL	STATE OF INCORPORATION
	LIABILITY LIMIT
	SIGNATURE(S)
	NAME(S) – PRINTED OR TYPED
	TITLE(S) – PRINTED OR TYPED
	BOND PREMIUM \$
	NAME AND ADDRESS OF SURETY OR CO-SURETY – PRINTED OR TYPED